

RECORDATION NO. 18855-S FILED

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP
1301 MCKINNEY, SUITE 5100
HOUSTON, TEXAS 77010-3095
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JUL 17 '07 -3 20 PM

SURFACE TRANSPORTATION BOARD

NSKINNER@FULBRIGHT.COM
DIRECT DIAL: (713) 651-5114

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FACSIMILE: (713) 651-5246

July 15, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two original copies of **Lease Supplement No. 6** (Solvay Minerals Equipment Trust 1994) dated June 21, 2007, a secondary document as defined in the Board's Rules for Recordation of Documents.

The enclosed document relates to the Solvay Minerals Equipment Trust 1994 documents which were previously filed with the Board under Recordation Number 18855.

The names and addresses of the parties to the enclosed document are:

Lessor	Wilmington Trust Company Rodney Square North 1100 N. Market Street Wilmington, Delaware 199890-0001 Attention: Corporate Trust Administration
Lessee	Solvay Chemicals, Inc. (formerly known as Solvay Minerals, Inc.) 3333 Richmond Avenue Houston, TX 77098

A description of the railroad equipment covered by the enclosed document is:

Four hundred forty nine (449) Center Flow® covered hopper rail cars of 4,650 cubic foot capacity manufactured by ACF Industries, Inc. bearing SMNX reporting marks and road numbers 100 to 123, 125 to 201, 203 to 272, 274 to 307, 309 to 335, 337 to 367, and 369 to 419, together with all parts, appurtenances and other equipment and property attached thereto.

45938370.1/10019596 (SMNX 124 and 420)

Mr. Vernon A. Williams
July 15, 2007
Page 2

A short summary of the document to appear in the index follows:

This document removes rail cars SMNX 124 and 420 from the Equipment Lease Agreement (Solvay Minerals Equipment Trust 1994) dated as of June 1, 1994, as amended, due to the destruction of rail cars SMNX 124 and 420 in a casualty event on January 19, 2007.

Kindly return a stamped copy of the enclosed document to the undersigned.

Very truly yours,


Nina Bianchi Skinner

NBS/vm
Enclosures

LEASE SUPPLEMENT NO. 6

(Solvay Minerals Equipment Trust 1994)

RECORDATION NO. 18855-5 FILED

Dated June 21, 2007

JUL 17 '07 -3 20 PM

SURFACE TRANSPORTATION BOARD

Between

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as otherwise expressly
provided for in the Lease, but solely as trustee under the Trust Agreement
dated as of June 1, 1994, between the Owner Participant and
Wilmington Trust Company in its individual capacity,
Lessor

and

SOLVAY CHEMICALS, INC.
(formerly known as Solvay Minerals, Inc.),
Lessee

SMNX 124 and 420

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD
PURSUANT TO 49 U.S.C. SECTION 11301 ON _____, 2007, AT _____M.
UNDER RECORDATION NUMBER 18855-____ AND DEPOSITED WITH THE OFFICE OF
THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE
CANADA TRANSPORTATION ACT ON _____, 2007, AT _____M.

LEASE SUPPLEMENT NO. 6
(Solvay Minerals Equipment Trust 1994)

This LEASE SUPPLEMENT NO. 6 (this "Lease Supplement"), dated June 21, 2007, is entered into between WILMINGTON TRUST COMPANY, a Delaware banking corporation (the "Lessor"), not in its individual capacity, but solely as trustee under the Trust Agreement that creates the trust identified under the title hereof, and SOLVAY CHEMICALS, INC. (formerly known as Solvay Minerals, Inc.), a Delaware corporation (the "Lessee").

A. The Lessor and the Lessee have heretofore entered into the Equipment Lease Agreement dated as of June 1, 1994 (the "Lease") to which this Lease Supplement is a supplement.

B. The Lease provides for the execution and delivery of a Lease Supplement for the purposes set forth in Section 28(c) thereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule X to the Participation Agreement dated as of June 1, 1994, among Manufacturers Hanover Leasing International Corp. (successor to J. P. Morgan Interfunding Corp.), Wilmington Trust Company, in its individual capacity and as trustee under the Trust Agreement that creates the trust identified under the title hereof, Lessee, and others, as such Schedule X existed on the Closing Date and as such Schedule X shall have been amended to and including the date hereof, which Schedule X shall for all purposes constitute a part of this Lease Supplement.

2. On January 19, 2007, an Event of Loss occurred with respect to the equipment described in Schedule I to this Lease Supplement (the "Lost Equipment"). Lessor acknowledges that, on the date hereof and pursuant to Section 28(a)(i) of the Lease, Lessee has paid to Lessor (i) the aggregate amount of \$92,874.76 as the Stipulated Loss Value of the Lost Equipment, and (ii) the amount of \$1,723,152.96 as the Rent due pursuant to the Lease, has otherwise fulfilled its SLV Obligations (as defined in the Lease) with respect thereto.

3. Lessor and Lessee agree that:

(i) all right, title and interest of Lessor in and to the Lost Equipment is hereby assigned, sold, and transferred to Lessee (subject, in all respects, to the provisions of the Bill of Sale of even date herewith with respect to the Lost Equipment);

(ii) the Lost Equipment is released and discharged from the provisions of the Lease;

(iii) Effective as of June 21, 2007, Lessee has no further obligation to pay any Rent with respect to the Lost Equipment; and

(iv) Schedule II hereto sets forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Equipment subject to the Lease.

4. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

6. This Lease Supplement shall in all respects be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

[the remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity, except as otherwise expressly provided for in the Lease, but solely as trustee under the Trust Agreement dated as of June 1, 1994, between the Owner Participant and Wilmington Trust Company in its individual capacity

By: 
Name:
Title: **Tira L. Johnson**
Financial Services Officer

SOLVAY CHEMICALS, INC.

By: 
Name: **STEPHEN KOVAR**
Title: **V.P. FINANCE**

SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT

STATE OF DELAWARE

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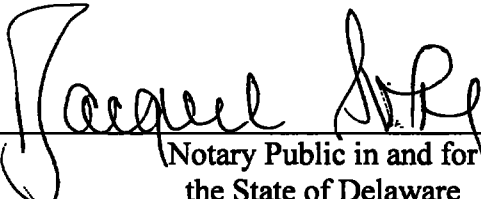
COUNTY OF NEWCASTLE

§

§

On this 19 day of June, 2007, before me personally appeared Tira Johnson, to me known, who, being by me duly sworn, did depose and say that he/she is the Officer of WILMINGTON TRUST COMPANY, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of Directors of said corporation.

JACQUELINE SOLONE
Notary Public - State of Delaware
My Comm. Expires March 28, 2011



Notary Public in and for
the State of Delaware

My Commission Expires:

REGISTRAR GENERAL ACKNOWLEDGMENT

STATE OF DELAWARE

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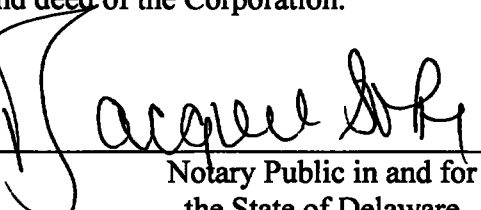
COUNTY OF NEWCASTLE

§

§

On this 19 day of June, 2007, before me personally appeared Tira Johnson, to me personally known, being by me duly sworn, says that he/she is the Officer of WILMINGTON TRUST COMPANY (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the Board of Directors on _____, 2007, and he/she acknowledged that the execution of the said instrument was the act and deed of the Corporation.

JACQUELINE SOLONE
Notary Public - State of Delaware
My Comm. Expires March 28, 2011



Notary Public in and for
the State of Delaware

My Commission Expires:

SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 9, 2007, by Stephen Kover, the Vice President, Finance of SOLVAY CHEMICALS, INC., a Delaware corporation.

Sandra H Andress
Notary Public in and for
the State of Texas

My Commission Expires: 6/17/11



REGISTRAR GENERAL ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 9th day of July, 2007, before me personally appeared Stephen Kover, to me personally known, being by me duly sworn, says that he/she is the Vice President, Finance of SOLVAY CHEMICALS, INC. (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the Board of Directors on July 9, 2007, and he/she acknowledged that the execution of the said instrument was the act and deed of the Corporation.

Sandra H Andress
Notary Public in and for
the State of Texas

My Commission Expires: 6/17/11



SCHEDULE I
to
LEASE SUPPLEMENT NO. 6
(Solvay Minerals Equipment Trust 1994)

Description of the Lost Equipment:

Two Center Flow® covered hopper railcars each of 4,650 cubic foot capacity, initialed SMNX and numbered 124 and 420, together with all parts, appurtenances, and other equipment or property attached to said units of railroad equipment.

SCHEDULE II
to
LEASE SUPPLEMENT NO. 6
(Solvay Minerals Equipment Trust 1994)

SCHEDULE II TO LEASE SUPPLEMENT NO. 6
(Solvay Minerals Equipment Trust 1994)

\$24,253,635.65 :Adjusted Equip. Cost (for remaining 449 railcars)
456 :Original Car Count
449 :Revised Car Count
(less SMNX 124, 202, 273, 308, 336, 368, and 420)

Rental Date	No.	Total Rent %	Advance Rent %	Arrears Rent %	Total Rent \$
Dec 21 2007	27	1.72080499	0.00000000	1.72080499	\$417,357.77
Jun 21 2008	28	7.20054858	0.00000000	7.20054858	\$1,746,394.82
Dec 21 2008	29	1.59347013	0.00000000	1.59347013	\$386,474.44
Jun 21 2009	30	7.42105372	0.00000000	7.42105372	\$1,799,875.33
Dec 21 2009	31	1.37296498	0.00000000	1.37296498	\$332,993.92
Jun 21 2010	32	8.79401870	8.79401870	0.00000000	\$2,132,869.25
Dec 21 2010	33	7.97485613	7.97485613	0.00000000	\$1,934,192.55
Jun 21 2011	34	0.81916257	0.81916257	0.00000000	\$198,676.71
Dec 21 2011	35	8.26292993	8.26292993	0.00000000	\$2,004,060.92
Jun 21 2012	36	0.53108878	0.53108878	0.00000000	\$128,808.34
Dec 21 2012	37	8.57419826	8.57419826	0.00000000	\$2,079,554.81
Jun 21 2013	38	0.21982044	0.21982044	0.00000000	\$53,314.45
Dec 21 2013	39	8.79361272	8.79361272	0.00000000	\$2,132,770.79
Jun 21 2014	40	0.00040598	0.00040598	0.00000000	\$98.46
Dec 21 2014	41	8.79361272	8.79361272	0.00000000	\$2,132,770.79
Jun 21 2015	42	0.00040598	0.00040598	0.00000000	\$98.46
Dec 21 2015	43	8.79361272	8.79361272	0.00000000	\$2,132,770.79
Jun 21 2016	44	0.00040598	0.00040598	0.00000000	\$98.46
Dec 21 2016	45	4.39700935	4.39700935	0.00000000	\$1,066,434.63